

Dated 21 October 2016

Co-operation Agreement

Australia



ASIC

Australian Securities & Investments Commission

Kenya



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Australian Securities and Investments Commission
Level 5, 100 Market Street
Sydney, NSW 2000

Capital Markets Authority
Embankment Plaza, 3rd Floor
Longonot Road, Upper Hill
P.O Box 74800-00200
Nairobi, Kenya

Co-operation Agreement between
Australian Securities and Investments Commission ("ASIC")
and
Capital Markets Authority of Kenya ("CMA")

1. Definitions

For the purposes of this Co-operation Agreement, unless the context requires otherwise:

"Party" means ASIC or the CMA; and collectively, shall be referred to as "the Parties"; and

"Laws and regulations" means any law, regulation or requirement arising under legislation or regulations, applicable in the jurisdiction of a Party.

2. Introduction

- 2.1. The Parties share a mutual desire to promote innovation in financial services in their respective markets. The Parties believe that through co-operation with each other, they will be able to further the promotion of innovation in their respective markets.

3. Purpose

- 3.1. The purpose of this Co-operation Agreement is to provide a framework for co-operation between the Parties with respect to promoting innovation in financial services. The Agreement sets out how the Parties plan to share and use information to promote innovation in their respective markets.
- 3.2. All requests for information under this Co-operation Agreement will be made in writing via email and shall be addressed to the email address(es) referred to in Appendix 1.

4. Principles

- 4.1. This Co-operation Agreement operates subject to the Laws and regulations of each Party and does not modify or supersede any Laws and regulations in force in, or applying to Australia or Kenya. This Co-operation Agreement sets forth a statement of intent and accordingly does not create any enforceable rights, and is not legally binding.

5. Scope of Co-operation

- 5.1. To the extent permitted by law the Parties undertake to share information about innovations in financial services in their respective markets, where appropriate. This may include, but is not limited to:
 - 5.1.1. Emerging market trends and developments; and
 - 5.1.2. Regulatory issues pertaining to innovation in financial services.

6. Confidentiality & Permissible Uses

- 6.1. Any information disclosed by one Party to the other Party under paragraph 5.1 should be treated by the other Party as confidential information. Any request for information should specify both (1) the information which is requested; and (2) the reason why this information is being requested.
- 6.2. The Parties should use any information disclosed to it by the other Party only for the purposes for which the information was disclosed, unless the other Party consents to other uses.
- 6.3. If either Party is required to disclose any information provided to it by the other Party pursuant to a requirement of law, that Party should notify the other Party prior to complying with such a requirement and should assert all appropriate legal exemptions or privileges with respect to such information as may be available.

7. Term

- 7.1. This Co-operation Agreement takes effect from the date of execution and will continue to have effect until terminated by either of the Parties by the giving of at least 30 days' written notice of termination to the other Authority.
- 7.2. Termination of this Co-operation Agreement does not affect obligations under any existing Memoranda of Understanding between the two Parties, including Multilateral Memoranda of Understanding to which both Parties are signatories.
- 7.3. In the event of the termination of this Co-operation Agreement, information obtained under this Co-operation Agreement will continue to be treated in the manner set out under paragraph 6.

8. Amendment

- 8.1. The Parties will review the operation of this Co-operation Agreement and update its terms as required.
- 8.2. This Co-operation Agreement may be amended if both Parties agree in writing to do so.

Executed by the Parties:

For CMA

For ASIC

Paul Muthaura, Chief Executive Officer

Greg Medcraft, Chairman

Date:

Date:

Appendix 1: Authority-wide Contact Details

ASIC: International Co-operation Requests
International@asic.gov.au
Copy to: innovationhub@asic.gov.au

CMA: Capital Markets Authority
ceoffice@cma.or.ke
Copy to: research@cma.or.ke